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February 28, 2003

BY ELECTRONIC SUBMISSION

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, NW
Washington, DC 20554

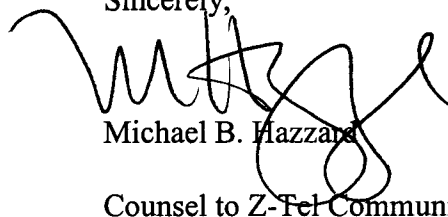
Re: WC Docket Nos. 03-16

Dear Ms. Dortch:

Pursuant to Section 1.1206(b)(2) of the Commission's Rules, Z-Tel Communications, Inc. ("Z-Tel"), by its attorney, Z-Tel submits this notification of an oral ex parte teleconference in the above-referenced proceeding on February 27, 2003. Participants in the teleconference for Z-Tel included Ron A. Walters and the undersigned. Commission participants included Monica Desai, Aaron Goldschmidt, Steve Morris, and Gina Spade.

During the teleconference the participants discussed the attachment materials regarding checklist item 13, reciprocal compensation, and certain rate application issues. Z-Tel noted that it was unable to raise the reciprocal compensation issue during the proceedings in Michigan because those proceedings concluded prior to the time that the reciprocal compensation issues arose.

Sincerely,



Michael B. Hazzard

Counsel to Z-Tel Communications, Inc.

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
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Attachments

cc: Monica Desai (electronic mail)
Aaron Goldschmidt (electronic mail)
Steve Morris (electronic mail)
Gina Spade (electronic mail)

Z-Tel Communications, Inc.
WC Docket No. 03-16

Relevant Timeline and Key Facts

Apr. 27, 2001	FCC Issues ISP Remand Order -- Local voice traffic = reciprocal compensation (251/271) -- ISP-bound traffic = interstate (section 201) -- No 252(i) of ISP arrangements because arise under 201, not 251
Feb. 20, 2002	AT&T/SBC Michigan arbitrated agreement becomes effective
Nov. 27, 2002	Z-Tel requests 252(i) of entire AT&T agreement (not part)
Jan. 15, 2003	SBC Michigan files for 271 at FCC
Jan. 30, 2003	SBC Michigan refuses to provide recip comp provisions of AT&T agreement -- says Z-Tel must "negotiate" new provisions; denies Z-Tel's request for entire agreement
Feb. 6, 2003	Z-Tel files comments in SBC Michigan's FCC 271 proceeding
Feb. 11, 2003	SBC Michigan proposes work around -- "cut and paste" AT&T recip comp language into an "amendment"; then call that amendment "negotiated" -- BUT, proposed adoption language contains ridiculous "change of law" language not contained in AT&T contract
Feb. 20, 2003	Issue generally resolved, after three months of wrangling, and thousands of dollars of legal fees and company time and effort

The fact of the matter is that SBC Michigan places unlawful restrictions on the provision of reciprocal compensation contractual arrangements. At the time of the application, SBC Michigan refused to provide access to existing arrangement. Subsequent to the application, SBC Michigan maintains unlawful restrictions on a carriers ability to obtain existing reciprocal compensation arrangements.

Implications Of The ISP Remand Order

In the ISP Remand Order, the Commission placed narrow limits on the ability of a carrier to adopt pursuant to section 252(i) then existing contractual provisions that provided for reciprocal compensation for ISP-bound traffic. The Commission established these limitations based on the **interstate** nature ISP traffic. As the Commission stated:

The interim compensation regime we establish here applies as carriers re-negotiate expired or expiring interconnection agreements. It does not alter existing contractual obligations, except to the extent that parties are entitled to invoke contractual change-of-law provisions. This Order does not preempt any state commission decision regarding compensation for ISP-bound traffic for the period prior to the effective date of the interim regime we adopt here. **Because we now exercise our authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic**, however, state commissions will no longer have authority to address this issue. For this **same reason**, as of the date this Order is published in the Federal Register, carriers may no longer invoke section 252(i) to opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. **Section 252(i) applies only to agreements arbitrated or approved by state commissions pursuant to section 252; it has no application in the context of an intercarrier compensation regime set by this Commission pursuant to section 201.**¹

Far from abolishing a CLECs rights to adopt an entire state-approved interconnection agreement, the Commission's order limited only adoption of then existing provisions due to the interstate nature of ISP-bound traffic. Put another way, although the Commission limited opt-in rights in the context of reciprocal compensation provisions as they apply to ISP-bound traffic in its ISP Remand Order,² the Commission concluded it was able to do so in those limited circumstances because of its finding that

¹ ISP Remand Order, 16 FCC Rcd 9151, ¶ 82 (2001) (emphasis added) (citations omitted). Z-Tel understands that the ISP Remand Order was remanded by the D.C. Circuit and that additional appellate proceedings are pending. For purposes of this letter only, Z-Tel is assuming the validity of the regime established by the Commission. Z-Tel expressly preserves its rights to make arguments in other proceedings, including but not limited to any Commission remand proceeding or other proceeding regarding intercarrier compensation arrangements.

² *Id.*, ¶ 52. This determination was rejected by the D.C. Circuit in its review of the *ISP Remand Order*, but the point remains that the Commission's moratorium against opting into reciprocal compensation provisions to the extent they might apply to ISP-bound traffic was based upon its finding that compensation for ISP-bound traffic is governed by Section 201.

such provisions, as they applied to ISP-bound traffic, were governed not by section 251 or 252. Rather, the Commission found that compensation for ISP-bound traffic was part of "an interconnection compensation regime set by this Commission pursuant to *Section 201*."³ Unbundling provisions and reciprocal compensation provisions fall squarely within the scope of the subject matter of section 251 and 252, and the *ISP Remand Order* provides no support to any alternative argument.

In addition, the FCC's section 252(i) limitation applies only to agreements existing at the time the ISP Remand Order was published in the Federal Register. Agreements subsequent to the ISP Remand Order, such as the AT&T agreement sought by Z-Tel in Michigan, have no section 252(i) limitation, as post-ISP Remand Order intercarrier compensation for ISP-bound traffic is governed by this Commission pursuant to section 201. Section 251/252 reciprocal compensation arrangements remain with the province of state commission authority and such provisions fall well within the parameters of section 252(i).

³ *Id.* (emphasis added).

AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN
AMERITECH MICHIGAN
AND
Z-TEL COMMUNICATIONS, INC.

This Amendment provides for Reciprocal Compensation rates, terms, and conditions for all intercarrier telecommunications traffic exchanged by Z-Tel Communications, Inc. as a Competitive Local Exchange Carrier in this state (hereafter, "CLEC") and Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech Michigan").

WHEREAS, Z-Tel Communications, Inc. filed notice seeking to sectionally adopt the provisions of the Interconnection Agreement between Ameritech Michigan and AT&T Communications of Michigan ("AT&T") with the exception of the rates, terms and conditions in such Agreement relating to intercarrier compensation, including any legitimately related terms (referred to as "underlying Agreement").

WHEREAS, Ameritech Michigan and CLEC are hereby filing this Amendment to incorporate rates, terms and conditions relating to intercarrier compensation into the Parties' Interconnection Agreement (which Interconnection Agreement is comprised of CLEC's sectional adoption of the AT&T Agreement, with the exception of the rates, terms and conditions set forth in Articles IV, VII and XXVII to the AT&T Agreement relating to reciprocal compensation and any legitimately related terms, and this Amendment incorporating intercarrier rates, terms and conditions into such Interconnection Agreement) (the "Agreement");

NOW THEREFORE, the Parties agree as follows:

- I. Attachment 4 of the Agreement is amended as follows to add the following Sections 4.7, 4.8 and 4.9 and associated subsections:

4.7 Measurement and Billing.

- 4.7.1 For billing purposes, each Party shall pass original and true Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks. Neither Party will alter the CPN Field.

- 4.7.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 4.7.3 Where SS7 connections exist, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use ("MOU") of calls exchanged with CPN information, based upon a percentage of local usage ("PLU") factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be reevaluated every three (3) months. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 4.7.4 Measurement of Telecommunications traffic billed shall be in tenths of seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.
- 4.7.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.
- 4.7.6 Where the Parties are performing a transiting function, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function cannot forward the CPN and will not be billed as the default originator.

4.8 Reciprocal Compensation

- 4.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or AT&T which a Telephone Exchange Service Customer originates on Ameritech's or AT&T's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rate provided at Item II of the Pricing Schedule. Such traffic shall be recorded and transmitted to AT&T in accordance with Article XXVII (Billing and Recording) of this Agreement.
- 4.8.2 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. The total conversation seconds over each individual Local Interconnection Trunk Group, measured in accordance with Section 4.7.4, will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 4.8.3 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a report showing the PLU described in Section 4.7.3.
- 4.8.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 4.8.5 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.
- 4.8.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.

4.9 Transiting.

- 4.9.1 While the Parties agree that it is the responsibility of AT&T to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SBC-AMERITECH acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to AT&T, SBC-AMERITECH will provide AT&T with transit service. AT&T agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

- II. Attachment 7, Section 1 of the Agreement is amended as follows to add the following Section 7.0 and associated subsections:

7.0 Transport and Termination of Other Types of Traffic.

7.1 Information Services Traffic.

- 7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.
- 7.1.2 The Party ("**Originating Party**") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("**Terminating Party**") to whose information platform the Information Services Traffic terminated.

7.1.3 In accordance with procedures to be established by the Implementation Team, the Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers.

7.1.4 Intentionally deleted.

7.1.5 Once a billing and collection agreement has been signed, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the **Pricing Schedule**; and
- (b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and
- (c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.6 Nothing in this Agreement shall restrict either Party from offering to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

III. Attachment 27, Section 11 of the Agreement is amended as follows to add the following Section 27.11 and associated subsections:

27.11 Mutual Compensation.


27.11.1 The Parties will bill each other reciprocal compensation in accordance with the standards and record exchange requirements set forth in this Agreement in the **Pricing Schedule** and in accordance with **Section 27.11.5**, below.

27.11.2 In SBC-AMERITECH, billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation, as described in **Section 27.3.2**, preceding.

- 27.11.3 Where a procedure has not already been set forth in this Article, the Parties will work cooperatively to establish, not later than thirty (30) days after the Effective Date of the Agreement, a method of billing, collecting and remitting for local charges which are billed and collected by one Party but earned by the other Party.
- 27.11.4 When AT&T is a local switch network element customer of SBC-AMERITECH, SBC-AMERITECH will calculate a third party switch originated mutual compensation statewide average revenue per access line which will be multiplied by AT&T's switch port count to arrive at AT&T's compensation for terminating traffic originated from a third party. SBC-AMERITECH will calculate each month's statewide average revenue/access line using that month's mutual compensation summary data and apply to each AT&T switch port in service to arrive at that month's compensation.
- 27.11.5 When AT&T is a local switch network element customer of SBC-AMERITECH, provision of records by SBC-AMERITECH for mutual compensation will be as specified in the Southwestern Bell Resale/Unbundled Network Elements Usage Extract User Guide Dated April 12, 2000, or as otherwise agreed to by the Parties.

- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and subject to approval by the Michigan Public Service Commission ("MI-PSC") and shall become effective ten (10) days following approval by such MI-PSC. All other terms of the Agreement will remain the same.
- VI. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment

must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Michigan Bell Telephone Company reserves its right to exercise its option at any time in the future to adopt on a date specified by Michigan Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

A large handwritten bracket is drawn to the right of the paragraph, spanning its full height. To the right of the bracket, there is a handwritten signature or mark.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Z-Tel Communications, Inc.

**SBC Telecommunications, Inc.
as agent for Ameritech Michigan**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____

Name: _____

(Print or Type)

(Print or Type)

Date: _____

Date: _____

**ARTICLE XXXIV
ENTIRE AGREEMENT
SIGNATURES**

34.0 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

AMERITECH MICHIGAN / Z-TEL COMMUNICATIONS, INC.
INTERCONNECTION AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2003.

Z-TEL COMMUNICATIONS, INC.

*MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN
By SBC Telecommunications Inc., Its
Authorized Agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: President-Industry Markets

Date: _____

Date: _____

*"Pursuant to Section 252(I) of the Federal Telecommunications Act of 1996, Requesting Carrier and Ameritech Michigan have entered into an agreement, portions of which are based upon the same terms and conditions contained in the Ameritech Michigan and AT&T Communications of Michigan, Inc. interconnection agreement for the State of Michigan and other portion(s) of which were voluntarily negotiated. Since this Agreement is a sectional adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Section 29.3) shall mean ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement. The term "Effective Date" for purposes of Section 29.3 entitled "Amendment or Other Changes to the Act; Reservation of Rights" shall mean the twenty-first day of March, 2002.

WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech Michigan reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. In particular, Ameritech Michigan notes that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC*, et.al, 535 U.S. ____ (2002)). Ameritech Michigan further notes that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision.

AMERITECH MICHIGAN / Z-TEL COMMUNICATIONS, INC.
INTERCONNECTION AGREEMENT

In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. It is Ameritech Michigan's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to CLEC under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceeding referenced herein, the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

The Parties further acknowledge {Ameritech Michigan} notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order"), which was remanded in *WorldCom, Inc. v FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Michigan does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, or any other regulatory, legislative or judicial action, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

By executing this MFN Agreement, and providing certain UNEs and UNE combinations (to the extent provided for under such Agreement), Ameritech Michigan does not waive any of its rights, remedies or arguments, including but not limited to with respect to any of the aforementioned decisions or proceedings or any remands thereof, including its right to seek legal review or a stay of such decisions or other modifications to the underlying Agreement and this Agreement under the intervening law clause or other provisions of this Agreement to reflect the fact that Ameritech Michigan's obligation to provision UNEs identified in this Agreement is subject to the provisions of the federal Act, including but not limited to, Section 251(d), including any legally binding interpretation of those requirements that may be rendered by the FCC, state regulatory agency or court of competent jurisdiction in any proceeding. Ameritech Michigan further reserves the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement.

This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

Michigan Rate Disputes

Type: DA Call Completion

Comments: The directory assistance call completion charges, billing under call pack 919205 (Residential and Business Class of Service) were overbilled at a rate of \$.2504 per call. According to the M.P.S.C. Tariff, Part 19, Section 7, Sheet No. 8 the rate per call for directory assistance call completion is \$.021.

Type: Install Order Charge

Comments: Z-Tel Communications is disputing the charges billing under USOC, NHCHC due to their being incorrectly billed. The MPSC NO20R tariff, Part 19, Section 15, Page No. 8 states that "For currently Combined installations, the non-recurring installation charges and service order charges for the requested port type will apply pursuant to Part19, Section 21, Unbundled Local Switching with Shared Transport." MPSC NO20R tariff Part 19, Section15 Page No. 8 refers to the NRC rates in Part 19, Section 3 and according to Part19, Section 3 page No. 43, the non-recurring charge for port installation service orders is \$3.02 per occasion.

Type: Connect Charge

Comments: Z-Tel Communications is disputing the charges billing under USOC, NHCHD due to their being incorrectly billed. The MPSC NO20R tariff, Part 19, Section 15, Page No. 8 states that "For currently Combined installations, the non-recurring installation charges and service order charges for the requested port type will apply pursuant to Part19, Section 21, Unbundled Local Switching with Shared Transport." MPSC NO20R tariff Part 19, Section15 Page No. 8 refers to the NRC rates in Part 19, Section 3 and according to Part19, Section 3 page No. 43, the non-recurring charge for port installations is \$11.89 per port.

Type: Service Order Charge

Comments: Z-Tel Communications is disputing the charges billing under USOC, NR9F6 due to their being incorrectly billed. The correct rate for the service order charge is \$1.20, the amount that has been billing is \$1.86. The MPSC NO20R tariff, Part 19, Section 21.

Type: Subsequent Service Order Charge

Comments: Z-Tel Communications is disputing the charges billing under USOC, NR9UV due to their being incorrectly billed. The MPSC NO20R tariff, Part 19, Section 15, Page No. 8 states that "For currently Combined installations, the non-recurring installation charges and service order charges for the requested port type will apply pursuant to Part19, Section 21, Unbundled Local Switching with Shared Transport." MPSC NO20R tariff Part 19, Section15 Page No. 8 refers to the NRC rates in Part 19, Section 3 and according to Part19, Section 3 page No. 43, the non-recurring charge for subsequent port installation service orders is \$3.02 per occasion.